

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

PENSKE TRUCK LEASING CO.

Plaintiff

v.

Civ. Action No. MJG 02 3589

WORLD WIDE DELIVERY, INC.

Defendant

FEDEX FREIGHT EAST, INC.

Garnishee

**MOTION TO DISMISS GARNISHMENT AND VACATE ORDER REQUIRING
FEDEX FREIGHT EAST, INC. TO PAY FUNDS TO CLERK OF COURT**

Penske Truck Leasing Co., Plaintiff, through counsel, as its motion to dismiss garnishment and to vacate order requiring Fedex Freight East, Inc. to pay funds to Clerk of Court, respectfully says:

1. On July 21, 2003, this Court, in response to Plaintiff's motion for Judgment against Garnishee, entered an Order requiring Fedex Freight East, Inc., among other things, to pay funds due and owing to World Wide Delivery, Inc., to the Clerk of this Court.
2. Penske and World Wide have reached an agreement to settle and compromise Penske's claim. In connection with the settlement, Penske has agreed to dismiss the garnishment against Fedex Freight East, and has further agreed not to take further action to enforce or collect the judgment, so long as World Wide is not in default under the settlement agreement. As of the date of this Motion, the settlement agreement has been partially performed by World Wide, and World Wide is not in default thereunder. Upon full performance of the settlement agreement by World Wide, Penske has agreed to file

an order of satisfaction with this Court. However, if World Wide defaults under the settlement agreement, Penske may resume enforcement and collection of the judgment, including re-issuance of a writ of garnishment against Fedex Freight East, Inc.

4. In light of the settlement described herein, Penske respectfully requests that this Court enter an order dismissing the garnishment served on Fedex Freight East, and vacating this Court's order requiring Fedex Freight East, Inc. to pay funds to Clerk of Court.

WHEREFORE, Penske Truck Leasing Co. respectfully requests that this Court enter an order in the form annexed hereto, and for such other and further relief as justice may require.

Date: _____

James P. Koch
1101 St. Paul St.
Suite 404
Baltimore, MD 21202
410 539 7816
Attorney for Penske Truck Leasing Co.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this ____ day of July 2003 a copy of the foregoing was sent by regular first class mail, postage pre-paid, to

Brad Crawford, Esq.
Fedex Freight East
P.O. Box 849
Harrison, AR 72601

James P. Koch

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Civ. Action No. MJG 02 3589

WORLD WIDE DELIVERY, INC.

Defendant

FEDEX FREIGHT EAST, INC.

Garnishee

**ORDER GRANTING MOTION TO DISMISS GARNISHMENT
AND VACATE ORDER REQUIRING FEDEX FREIGHT EAST, INC.
TO PAY FUNDS TO CLERK OF COURT**

Upon consideration of the motion filed herein by Penske Truck Leasing Co. to dismiss the garnishment served on Fedex Freight East, and to vacate this Court's order requiring Fedex Freight East, Inc. to pay funds to Clerk of Court, good cause appearing for granting the requested relief, it is accordingly this ____ day of _____ 2003

ORDERED, that the Motion be and it is hereby GRANTED; and it is further

ORDERED, that the writ of garnishment served on Fedex Freight East, Inc. be and it is DISMISSED; and it is further

ORDERED, that this Court's Order Requiring Fedex Freight East, Inc. to Pay funds to Clerk of Court be and it is hereby VACATED.

JUDGE, U.S. District Court